

Exhibit “A”

Case No. 5:11-cv-1122

CONSUMER LEASE AGREEMENT

RENT'OWN® / LEASE'T'OWN®

Name and Address of Owner/Lessor Texas Auto Liquidators 5696 IH 10 W San Antonio, TX 78201 Bus. Ph. _____
 Name and Address of Lessee TIMOTHY DAVID PROUTY, 4727 CASTLE ROSE, SAN ANTONIO, TX 78218 Res. Ph. (210) 328-7067
 County BEXAR Driver's Lic. # P63080484329 State IL Cell Ph. (210) 799-1698
 Name and Address of Co-Lessee N/A Res. Ph. N/A
 County N/A Driver's Lic. # N/A State N/A Cell Ph. N/A
 Ins. Co. ESURANCE INSURANCE COMPANY Insurance Agent ESURANCE INSURANCE SERVICE Bus. Ph. (800) 926-1175

THIS IS A LEASE WITH PERIODIC PAYMENTS NOT A PURCHASE AGREEMENT

You, the undersigned Lessee, are leasing the Property listed below from the above independent dealer (Owner), a Northland Associate. As used in this Agreement, "you" and "your" mean the person(s) (whether one or more) signing this agreement as Lessee. The terms "we", "us", and "our" mean the Owner. The term "Agreement" means this Consumer Lease Agreement and "Property" means the Leased Property described below.

LEASE DISCLOSURES

1. DESCRIPTION OF LEASED PROPERTY:

Year 2002 Make DODGE Model DAKOTA Vin. # 1B7HL46N02S554017
 Color BLUE Veh. Lic. # BC36528 New N/A Used X Odometer Reading 61872

2. CASH PRICE: \$ 18150.00LESSEE(S) INITIAL: TP

This is the price at which we would sell the Leased Property listed above to a Buyer on the date of this agreement.

3. TOTAL OF SCHEDULED PAYMENTS: \$ 13650.00LESSEE(S) INITIAL: TP

The total of scheduled payments means the total dollar amount of lease payments you will have to make. This total DOES NOT include ADDITIONAL CHARGES which might be made during the Agreement listed below, or any TITLE TRANSFER AND LICENSING FEES required if the Lessee(s) acquires ownership of the Property. See the remainder of the Agreement for an explanation of these charges. If you lease (weekly) (bi-weekly) (monthly)* [*strike all but one periodic payment term], you will make 65 periodic payments of \$ 210.00. Periodic payments will begin on the 10th of SEPTEMBER, 20 11, and are due on the same day of each (week) (bi-week) (month).

4. ADDITIONAL CHARGES:

- A. ORIGINATION FEE: An initial nonrefundable fee of \$ 0.00 to cover costs of the Agreement.
 B. LATE PAYMENT CHARGES: A \$ 5.00 charge for any payments not paid within seven (7) days of the due date if the payment is due monthly or within three (3) days of the due date if the payment is due more frequently than monthly.
 C. REINSTATEMENT FEE: A \$ 5.00 fee for a Lessee(s) who has defaulted on this agreement, provided that the requirements for reinstatement listed below are met. This fee does not include the outstanding balance of any missed payments, and delinquency charges on the missed payments.
 D. EXCESSIVE WEAR AND USE: You will be charged for excessive wear and damage based on our standard for normal use (see back page). You will be charged at quarterly intervals for excess mileage at a charge rate of .15 cents for each excess mile over 1250 miles per month. Non-payment of excess mileage charges is a breach of this Lease.
The excess mileage dollars received will be refunded in the event you complete an option to purchase the Property.

5. TAXES AND OFFICIAL FEES: Reimbursement of Texas Sales/Use Taxes \$ 0.00 already paid by Owner.

A \$ 0.0 fee for title transfer, and a \$ 0.0 fee for licensing. You will have to pay the license fee annually when due.

6. AMOUNT DUE AT SIGNING: \$ 1500.00 TOTAL COST OF AGREEMENT: \$ 13650.00

(including the amount due at signing "initial payment", all payments and all other charges necessary to acquire ownership of the property. This is an estimate and does not include other charges such as late payment, default, reinstatement fees and end of "term option exercise price, taxes, fees". See entire Agreement for an explanation of all these charges.)

7. ACKNOWLEDGMENT BY LESSEE: Lessee(s) acknowledges receipt of the Property in good operating condition. All parts and equipment of the Property are in place and functional except as stated on the attached "Vehicle Inspection Sheet".
 8. OWNERSHIP AND LIABILITY FOR DAMAGE OR LOSS: We own and retain title to the Property. In the event that the Property is stolen, lost, damaged, or destroyed during the term of this Agreement including renewals and extensions, the Lessee(s) is fully responsible to the Owner for the fair market value of the Property at the time of any such loss or damage. Lessee(s) is responsible to the Owner for any loss or damage to the Property regardless of whether the Property is operated by someone other than the Lessee(s) without the Lessee(s)'s knowledge or permission. See additional information on back.
 9. RECOVERY: You the Lessee(s) understand that if your payment is not in our office or the Property is not back in our lot with the keys included, on the due date or within 7 days, we will report the Property missing, misappropriated and stolen (if allowed by state law). You are not authorized to retain possession of or use the Property if payment is not made.

NOTICE TO LESSEE AND CO-LESSEE—READ BEFORE SIGNING

1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ THE ENTIRE AGREEMENT INCLUDING ANY WRITING ON THE REVERSE SIDE OR ON ADDITIONAL PAGES, EVEN IF OTHERWISE ADVISED.
 2. DO NOT SIGN THIS IF IT HAS ANY BLANK SPACES. KEEP IT TO PROTECT YOUR LEGAL RIGHTS.
 3. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
 4. ANY TIME AFTER YOU HAVE MADE YOUR FIRST REGULAR PERIODIC PAYMENT YOU HAVE THE RIGHT TO EXERCISE AN "EARLY BUY-OUT" OPTION AS PROVIDED IN THIS AGREEMENT. IF YOU CHOOSE THE EARLY BUY-OUT OPTION, THIS OPTION MAY RESULT IN A REDUCTION OF YOUR TOTAL COST TO ACQUIRE OWNERSHIP. IF YOU CHOOSE THE EARLY BUY-OUT OPTION, YOU WILL PAY: (TOTAL OF SCHEDULED PAYMENTS) MINUS (AMOUNT YOU HAVE PAID ALREADY NOT INCLUDING THE NONREFUNDABLE ORIGINATION FEE, ADDITIONAL CHARGES OR TAXES AND OFFICIAL FEES) LESS ANY APPLICABLE DISCOUNTS THAT MAY APPLY (IF ANY) PLUS (THE OPTION EXERCISE PRICE BELOW) EQUALS = EARLY BUY-OUT OPTION PRICE (NOT INCLUDING TAXES AND OFFICIAL FEES).
 5. AFTER YOU, THE LESSEE(S), HAVE MADE ALL LEASE PAYMENTS, AS REQUIRED, YOU HAVE THE OPTION TO PURCHASE THE ABOVE PROPERTY. THE OPTION EXERCISE PRICE IS ONE PERIODIC PAYMENT PLUS OFFICIAL FEES AND TAXES.

LESSEE [Signature] OWNER/LESSOR TEXAS AUTO LIQUIDATORS
 PRINT NAME TIMOTHY DAVID PROUTY BY [Signature]
 CO-LESSEE N/A PRINT NAME Mike Schiro
 PRINT NAME N/A ITS DATE 08/29/2011

TERMS OF AGREEMENT

1. **WARRANTIES:** The Leased Property is subject to the following express or implied warranties: **NONE** unless at the time the lessee(s) acquires ownership of the property, any part of a manufacturer's warranty covering the Leased Property exists, such warranty will be transferred to the lessee(s) if allowed by the terms of the warranty. In the absence of a written undertaking by Owner, the Property is delivered "as, where is, with all faults." You are not required to purchase a service contract or extended warranty as a condition of this Lease.
2. **YOUR REINSTATEMENT RIGHTS:** If you fail to make a renewal Lease payment, you may reinstate an agreement, without losing any right or option previously acquired, by taking the required action before the later of: (A) one week after the due date of the payment; or (B) the number of days after the due date of the payment that is equal to half the number of days in a regular payment period. You must pay all Lease past due amounts, all late charges, and the reinstatement fee or as otherwise provided by applicable law, whichever is greater.
3. **YOUR TERMINATION RIGHT:** You may terminate this Agreement at any time or upon expiration of any Lease term by returning the Property to the Owner, including all keys and paying all charges due through the date of return. The Property must be returned in its present condition, fair wear and tear excepted. (See **STANDARDS FOR WEAR AND USE** below for possible additional money due.) You agree to pay the cost of all repairs needed because of excessive wear and damage and to put the Property in good working order and condition. In addition, you are liable for the repair of any damage to the Property which was not present when you took possession, unless you elect to purchase the Property at termination. Excess mileage will be charged as set forth in **Excessive Wear and Use** on the front of this agreement unless you elect to purchase the Property at termination. Any sale of the Property to you is "as is/where is" and the owner shall have no obligation to repair or remedy any claimed defect or deficiency.
4. **OUR TERMINATION RIGHT:** We may terminate this Agreement if you default in making the Lease payment by the due date set forth above or if you breach any other material term of this Agreement. If termination occurs, we shall be entitled to all Lease payments and other charges due up to the date of termination as well as the reasonable expenses of recovery of the Property if you fail to return the Property immediately. In the event that this Agreement is terminated, Lessee(s) is obligated to return the Property in its present condition, fair wear and tear excepted. Also see **STANDARDS FOR WEAR AND USE** below for possible additional money due.
5. **REQUIRED INSURANCE:** You agree to provide at least the following insurance coverage ("Required Insurance") on the Property at all times during this Lease: (A) **LIABILITY** for bodily injury or death of others in an amount of at least (1) \$30,000 per person, \$60,000 per occurrence, bodily injury or death of others; and \$10,000 per occurrence, property damage to others; **OR** (2) the minimum amount set forth in the applicable state financial responsibility law; and (B) **COLLISION and COMPREHENSIVE** (including fire and theft coverage) with a deductible not to exceed \$500. You agree to provide the insurance at your own expense with a duly licensed insurer of your choice who is reasonably acceptable to us. This insurance may be provided through existing policies that you own or control. You also agree to name us or our assignee as loss payee and additional insured. The insurance policy must provide for at least 10 days advance notice to us of any cancellation or other material change in coverage. At our request, you will promptly provide us with written proof of insurance. You will promptly contact us in writing if any of the insurance provider information changes. You authorize us to endorse your name on any check we receive for insurance proceeds.
NOTICE: Liability insurance coverage for bodily injury, property damage and motor vehicle damage caused to others is not included in this Lease.
NOTICE: The Vehicle is subject to immediate recovery, without notice (or as otherwise specified by applicable state laws) if the required insurance is not in force at all times during the term of this Lease.
6. **INDEMNITY:** To the fullest extent permitted by law, you agree to indemnify us and our successors and assigns, as the case may be, harmless and free from all liability, claims, losses, demands, damages of all kinds, expenses (including reasonable attorney's fees and costs incurred for the enforcement of this agreement and/or for the collection of any due amount), fines and penalties we suffer or incur resulting from the operation, use, condition, maintenance or recovery of the Property. You agree to pay and hold us harmless for all official fees and taxes relating to the titling, registration, testing or inspection of the Property during the Lease Term and to keep the Property free from all fines, liens and encumbrances.
7. **LOCATION OF PROPERTY:** You agree that you will store/garage the Property at your address stated on the front side of this Lease or at such other address to which you and we agree upon in writing. Such location shall not be changed without providing at least seven (7) business days prior written notice of the change to Owner and we acknowledge in writing. You will breach this agreement, giving the Owner the right to immediate possession of the Property if this Section is not followed.
8. **PROHIBITED USE:** You agree that you will not: (1) use or permit the use of the Property for any illegal purpose or in violation of any law; (2) use or permit the use of the Property for any improper purpose, including use that exceeds the Property manufacturer's recommendations or specifications; (3) use or permit the use of the Property for hire or any other commercial purposes; (4) use or permit the use of the Property outside of the United States at any time or use or permit the use of the Property outside of the State in which you have agreed it will be stored or garaged for more than seven (7) consecutive days unless we consent in writing. Such location shall not be changed without providing at least seven (7) business days prior written notice of the change to Owner and we acknowledge in writing. You will breach this agreement, giving the Owner the right to immediate possession of the Property if this Section is not followed.
9. **MAINTENANCE, DAMAGE, REPAIRS, LOSS OR DESTRUCTION:** The Lessee(s) agrees to maintain the Property in good working order. Any and all maintenance or repairs to the Property must be performed by the Lessee(s) at Lessee(s)'s sole expense. The Owner will not be responsible for any costs of repairs performed by Lessee(s) or at its request even though Owner retains title to the Property. You are also responsible for any damage, repairs, loss, destruction, seizure or theft of the Vehicle during the Lease Term. You will notify us promptly of any such damage, loss, destruction, seizure or theft. If we determine that any damage to the Vehicle is reasonably repairable, you will have all damage and repairs to the vehicle promptly repaired at your expense (after receiving prior approval from us as to the repair facility, work to be done and materials/methods to be used).
10. **STANDARDS FOR WEAR AND USE:** When you return the Property to us, it must be in good working order and condition and not subject to "excessive wear and damage." "Excessive wear and damage" includes, among other things but not limited to: (1) glass that is damaged or broken or that has been tinted; (2) damaged body, fenders, metal work, lights, trim or paint; (3) missing equipment that was in the Property when delivered and has not been replaced with equipment of equal quality and design; (4) missing wheel covers, jack or wheel wrench; (5) missing or unsafe wheels or tires (including spare); (6) any tire with less than 1/8 inch of tread remaining at the shallowest point; (7) torn, damaged or stained dash, floor covers, seats, headrests, upholstery, interior work or trunk liners; (8) damage or other condition that makes the Property unsafe or unlawful to operate; (9) any mechanical damage or other condition that causes the Property to operate in a noisy, rough or improper manner; and (10) any other damage not covered by insurance. You agree to pay the cost of all repairs needed because of excessive wear and damage and to put the Property in good working order and condition.
11. **LESSEE(S)'S RIGHTS:** The Lessee(s) has the right to possess the Property only when the Lessee(s) is not in default of his or her obligations under this Agreement. The Lessee(s) has no right to sell, mortgage, pledge, encumber, transfer or dispose of the Property, whether by gift or otherwise, including a transfer by operation of law.
12. **OWNER'S RIGHT TO TAKE POSSESSION:** The Owner and its agents, upon termination of the Agreement are authorized to recover the Property. The Owner and its agents are released and discharged from any claims or causes of action arising due to the recovery of the Property, and Lessee(s) agrees further to indemnify Owner and its agents and hold them harmless and free from all costs, expenses, and damages, including reasonable attorney's fees, arising directly or indirectly from or in any way related to the recovery of the Property.
13. **INSPECTION:** We reserve the right to inspect the Vehicle at any reasonable time and place and you agree to provide us with reasonable access to the Vehicle for this purpose.
14. **EXERCISE OF PURCHASE OPTIONS:** Your purchase of the Vehicle either during or at the end of the Lease Term will be on an "AS IS, WHERE IS" basis. In addition to paying us the purchase option price, you will be responsible for payment of any official fees and taxes relating to the purchase, and you agree to sign and deliver any purchase documents that we reasonably require.
15. **ODOMETER DISCLOSURE:** When you return the Vehicle to us upon the termination or expiration of this Lease, you will be required to disclose the Vehicle's mileage in accordance with applicable federal and state laws. You authorize us to sign your name on the odometer disclosure statement if you have not executed one for us as requested.
16. **RETURN OF THE PROPERTY AT THE END OF THE LEASE TERM:** Unless you buy the Property, you will return the Property to us at the address stated for the Owner/Lessor on the front side of this Lease or to such other reasonable place we tell you.
17. **ASSIGNMENT:** A. This Lease may be sold, transferred, and assigned by us without restriction, in which case our assignee will have the same rights and responsibilities as we due under this Lease. B. **YOU DO NOT HAVE ANY RIGHT TO ASSIGN, SUBLEASE OR TRANSFER THIS LEASE AND ANY ASSIGNMENT OR OTHER TRANSFER OF YOUR INTEREST UNDER THIS LEASE OR IN THE VEHICLE, WHETHER VOLUNTARY OR INVOLUNTARY, IS STRICTLY PROHIBITED WITHOUT OUR PRIOR WRITTEN CONSENT.**
18. **SEVERABILITY:** To the extent that any provision of this agreement may be found to be in contravention of the laws of the state whose substantive laws govern the matter at issue, all other terms and provisions of this agreement will continue in full force and effect and the offending provision(s) shall be construed in such a manner as to comport with controlling law.
19. **GENERAL:** A. You give us permission (direct expressed consent, clear, definite and unequivocal) to call you on your phone or cell phone using any existing technology (or as otherwise provided or limited by applicable law). B. Lessee(s) is liable for payment of all parking tickets, tolls, fines for toll evasion, and all other fines (or as otherwise provided or limited by applicable law). C. Unless the law otherwise provides, this Lease contains the entire agreement between you and us with regard to the Property and supersedes and replaces all prior discussions, understandings and agreements. This Agreement may not be amended, modified, varied, or otherwise altered or extended, nor the agreements or conditions hereof waived, except by a writing signed by an authorized representative of the party against whom such amendment, modification, variation, alteration, extension or waiver is sought to be enforced. No act or omission by us, including specifically any failure to exercise any right, remedy or recourse, however often, shall be deemed to be a waiver or release of any right, remedy or recourse by us. A waiver or release with reference to any one event shall not be construed as continuing, as a bar to, or as a waiver or release of, any subsequent right, remedy or recourse in the future. Further, no acceptance of any consideration or performance less than the full due amount shall be deemed to be an accord and satisfaction, settlement or release, unless we expressly agree, in writing.